

Exp 10/22/16
Signed original

Fuel Supply and Equipment Maintenance and Repair Agreement

By And Between

The City of Chicago

By and Through

Its Department of Fleet and Facilities Management (2FM)

And

The Chicago Park District.

This Fuel Supply and Equipment Maintenance and Repair Agreement (the "**Agreement**"), is made and entered into as of 11/23, 2013 by and between the City of Chicago (the "**City**"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Fleet and Facilities Management ("**2FM**"), and the Chicago Park District ("**CPD**"), a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois.

RECITALS:

WHEREAS, the CPD wishes to purchase fuel and other ancillary liquids from the City; and

WHEREAS, the CPD desires to have access to the City's fueling sites and the City desires to give the CPD access to its fueling sites; and

WHEREAS, gas cards will be used to control fuel usage and for invoicing; and

WHEREAS, CPD desires 2FM to maintain and repair certain CPD Equipment (as hereinafter defined) on a regular basis (such maintenance and repair work as detailed in Article Three is defined herein as the "**Work**"); and

WHEREAS, each and every time Work is performed on any piece of Equipment, 2FM will prepare a detailed work order to document the parts and labor for the Work performed; labor hours for Work performed will be billed at the agreed upon shop rate of One Hundred Fifteen Dollars (\$115.00) per hour, and parts used in a Work assignment will be billed to CPD at the invoiced cost to 2FM; and

WHEREAS, 2FM's authority to execute this agreement is stated at City Municipal Code Section 2-51, and the CPD Board of Commissioners has authorized execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT:

Article One: Incorporation of Recitals

The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made a part hereof.

Article Two: Fuel and Services

2.01 Prior to the execution of this Agreement, CPD will provide the City with copies of all documents evidencing title to CPD's vehicles. CPD shall provide the City with reasonable access to its books and records relating to all vehicles which are owned and operated by CPD and which are utilizing the City's fueling system in accordance with the terms of this Agreement.

2.02 CPD shall have access to all of the City's fueling sites, which are listed on Exhibit A attached hereto, throughout the Term of this Agreement.

2.03 The cost of unleaded and diesel fuels shall be the cost of such fuels to the City, including all applicable taxes, plus an additional charge of 35cents per gallon (the charge of 35 cents per gallon shall be referred to as the "**Per Gallon Charge**"). The Per Gallon Charge shall cover the costs of transmission fluid, oil, antifreeze and windshield wiper solvent provided to CPD's vehicles.

2.04 The City shall issue a gas card to those individuals designated by CPD. Upon the initial issuance of a card or the issuance of a replacement card, CPD shall pay the City a non-refundable fee of \$15, per card.

2.05 Within 30 days after the end of each month, the City shall send a statement to CPD which details fuel consumption by vehicle for such month and which will also state the amount of fuel consumed by CPD to date (the "**Monthly Statement**"). Independent reports for unleaded and diesel fuel usage will be provided. CPD will pay all invoices submitted by 2FM within 30 days from the invoice date. If CPD fails to pay an invoice then the City may cease service and terminate this Agreement by providing written notice to CPD. Unpaid invoices over 60 days shall result in a 1.5% late fee on any outstanding balance, or the maximum allowed by law.

Article Three: The Work

3.01 Equipment.

Exhibit B lists the CPD equipment (the “**CPD Equipment**” or “**Equipment**”) subject to this Agreement. CPD reserves the right to add and/or delete mutually agreed upon units to this Equipment list stated in Exhibit B.

3.02 Work Transition Dates/Prior Contracts

2FM will begin performing Work on the Equipment on a mutually agreed upon date.

3.03 Description of Work

- (a) Small Repairs, Routine Maintenance. 2FM will perform small repairs, routine maintenance, wash services, and preventative maintenance on Equipment as requested by CPD or, when the CPD otherwise approves a 2FM work order for the Work desired.
- (b) Large Repairs. If large repairs on a unit of Equipment are indicated (either by request of CPD or by recommendation of 2FM), then a specific document in the form of Exhibit C authorizing large repairs must be signed by the designated CPD representative. For purposes of this section, “**large repairs**” are repairs to a unit of Equipment costing individually or in the aggregate Three Thousand Five Hundred Dollars (\$3,500) or more by 2FM’s good faith estimate.
- (c) Description of Repairs. 2FM is prepared to provide full service Work to CPD. Work on Equipment may include, but not be limited to, maintenance and repairs to mechanical components, engines, body work, glass, electrical systems, hydraulic systems and tires, and other Work, and may include repair and/or replacement of parts. All Work will be performed by trained service technicians.
- (d) Subcontracted Work. 2FM has several subcontracts with vendors to perform various types of repair work on vehicles. If the Work that is required on CPD Equipment is Work that 2FM has subcontracted to a vendor, such vendor may perform the required Work on CPD Equipment. 2FM will pass-through the charges for the Work performed by subcontracted vendors to the CPD at the contracted service price per unit including parts plus a five percent (5%) administrative fee. 2FM will bill for such passed-through charges as a part of its regular billing to CPD. CPD reserves the option to subcontract with vendors other than the City of Chicago to perform various types of repair work on vehicles, for which CPD will directly pay the vendor. 2FM will inform CPD of any unusual P.M. (preventative maintenance) notifications as they occur.
- (e) Cost of Work. All labor hours for Work performed will be billed utilizing the agree

upon shop rate of One Hundred Fifteen Dollars (\$115.00) per hour (the “**Shop Rate**”). 2FM will review its Shop Rate on an annual basis and decide whether to adjust the Shop Rate to reflect increases in 2FM’s labor costs or other associated costs with performing the Work. The effective date of any changes shall be January 1st of the following year. If there is a change in the Shop Rate, CPD reserves the right to terminate within one hundred eighty (180) days of the effective new date of such Shop Rate change with no increase to the originally agreed Shop Rate.

- (f) Scheduling and Priorities. 2FM reserves the right to control and adjust the scheduling of any Work and the priority of any specified Work. Consistent with its overall scheduling and priority requirements as a City Department, 2FM will use its best efforts to perform all Work in a timely manner. CPD must provide 2FM with a current Daily Equipment Requirement Listing.
- (g) Delivery and Pick-up. Unless otherwise agreed to by 2FM, CPD will be responsible for delivery of Equipment to 2FM’s maintenance locations and will be responsible for pick-up of Equipment when Work is completed. CPD, however, reserves the right to invoke the provisions stated in paragraphs 3.09 and 3.10. CPD will be responsible for delivery, coordination and shuttle for these purposes as appropriate and as determined by CPD. Shuttle and delivery of CPD Equipment to and from the outside vendors from 2FM facilities will be the responsibility of 2FM.

3.04 Wash Service; Contract Commercial Locations.

Upon development of policies and guidelines for this purpose, and at CPD’s option, CPD may utilize 2FM’s account at the various commercial wash service locations in the City under contract with 2FM and listed in Exhibit D for cars and smaller trucks. If CPD uses this service, 2FM will pass-through the wash service charges, to CPD at the contracted wash service price per unit plus a five percent (5%) administrative fee. 2FM will bill for such passed through charges as a part of its regular billing to CPD. 2FM’s billing for this service must include the vehicle’s ID number [V.I.N.] and the name and badge number of the CPD employee who delivers a vehicle for wash service.

3.05 Emissions Testing/Other Governmental Requirements.

As owner of the Equipment, CPD is responsible for meeting emission test requirements and other governmental requirements applicable to its non-revenue Equipment. 2FM has no responsibility or duty under this Agreement for emission testing or other owner responsibilities. If Equipment fails to meet emission test requirements, then 2FM will repair any such Equipment to a 2FM work order approved by CPD and under the provisions of this Agreement.

3.06 Parts.

On June 7, 2000, the City Council approved an ordinance authorizing an agreement between 2FM and Genuine Parts Company doing business as NAPA Auto Parts (“**NAPA**”) for

parts supply and parts management. NAPA performs the parts inventory supply management and delivery functions. 2FM will charge CPD for parts used in the Work on a pass-through basis, dollar-for-dollar. Charges to CPD will include a five percent (5%) mark-up to cover administrative fees and consumable materials used in the performance of maintenance and/or repair services. Such consumable products typically include items such as aerosol lubricants/cleaners, rags, oil absorbents, et cetera.

3.07 Road Service.

2FM will provide road service for CPD Equipment at the agreed upon Shop Rate plus one-half hour travel time for each road service call performed by one technician.

3.08 Towing.

At the option of CPD, 2FM will provide towing services for disabled Equipment. Towing services will be provided by 2FM's regular private contractor towing services under contract with 2FM. The contract cost for towing will be passed-through to CPD, dollar-for-dollar. Charges to CPD will be based on vendor invoice plus a five percent (5%) mark-up to cover administrative fees. 2FM will bill for such passed-through charges as a part of its regular billing to CPD. 2FM will provide CPD with current contract pricing for such tows. 2FM will update price lists as changes occur.

3.09 Defective Workmanship.

- (a) CPD Inspection. CPD agrees to promptly inspect completed Work within seven (7) days and to promptly bring Re-Work to 2FM's attention. 2FM agrees to make a good faith determination whether any Work is a new assignment or Work which qualifies as Re-Work. Re-Work will be performed by 2FM at no cost to CPD.
- (b) Cooperation. Both 2FM and CPD agree that they will work in good faith and harmony and with full cooperation to resolve any issues arising from or out of Re-Work.

3.10 Manufacturer Recall.

Upon receipt of notification of manufacturer's recall from CPD, 2FM will coordinate the manufacturer's recall work through its respective dealership network.

3.11 Representatives/Dispute Resolution.

- (a) Representatives. 2FM's representative to administer this Agreement is named in Exhibit E-1 (the "**2FM Representative**"). CPD's representative to administer this

Agreement is named in Exhibit E-2 (the “**CPD Representative**”). Both 2FM and CPD will also appoint an Alternate Representative to serve in the event the Primary Representative is unable to serve.

- (b) Dispute Resolution. If the 2FM Representative and the CPD Representative cannot agree on a resolution of issues arising from or out of this Agreement, including but not limited to:
- (i) Work within the scope of this Agreement;
 - (ii) Work Scheduling;
 - (iii) Charges for Work;
 - (iv) Re-Work;
 - (v) Charges for Re-Work;
 - (vi) Work Priorities; and
 - (vii) Work under manufacturer’s or dealer’s warranty;

then, the 2FM Representative will promptly report any such disagreement to the Commissioner of 2FM (the “**Commissioner**”) and the CPD Representative will promptly report to the CPD General Superintendent. The Commissioner and the Vice Chancellor are responsible for promptly resolving any such disagreement in good faith and in a cooperative manner.

Article Four: Funding

4.01 Beginning one month after the mutually agreed start date, CPD will pay all invoices submitted by 2FM within thirty (30) days from the invoice date. If CPD fails to pay an invoice, then the City may cease the Work and terminate this Agreement by providing written notice to CPD. Unpaid invoices over sixty (60) days shall result in a one and five-tenths percent (1.50%) late fee on any outstanding balances.

4.02 Within thirty (30) days after execution of this Agreement, or such longer period of time as agreed to by the Commissioner, CPD will provide 2FM with copies of all active warranties for the Equipment and the duration of the warranties. If 2FM discovers that the Work to be done on a certain piece of Equipment is covered by a warranty, 2FM will notify CPD of such warranty, and 2FM and CPD will decide at that time how the Work will be performed. If the Work is performed on Equipment under a warranty by an entity other than 2FM, 2FM reserves the right to inspect such Work after it is performed. 2FM shall not be responsible for Work that is performed on Equipment which may violate or terminate a warranty on such piece of Equipment, if 2FM does not know such warranty exists.

4.03 CPD will provide 2FM with reasonable access to records relating to the Equipment as requested by 2FM. 2FM will provide CPD with read-only access to its M4 computer system (2FM maintenance database). CPD will provide terminals and data lines for this purpose.

Article Five: Term

10/22/13 to 10/22/16

5.01 The term of the Agreement shall commence on the date of its execution and shall expire on 10/22, 2016 (the "**Extension Date**"). The parties shall have a right to extend the Agreement for three (3) years commencing on the Extension Date and expiring on _____, 20____; provided, however, that the Agreement will not automatically renew and extend if either party terminates this Agreement in accordance with Section 5.02 below.

5.02 Either party may terminate this Agreement upon ninety (90) days prior written notice to the other.

Article Six: Consent

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

Article Seven: Notice

Notice to the CPD shall be addressed to:

Chicago Park District
Attn: General Superintendent
541 North Fairbanks Court
Chicago, Illinois 60611

with a copy to:

Chicago Park District
Attn: First Deputy General Counsel
541 North Fairbanks Court
Chicago, Illinois 60611

Notice to the City shall be
addressed to:

Commissioner
Department of Fleet and Facilities
Management (2FM)
30 North La Salle Street
Room 300
Chicago, Illinois 60602

and

Corporation Counsel
City Hall, Room 600
121 North La Salle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, telecopy or facsimile (fax) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above will be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) above will be deemed received on the day immediately following deposit with the overnight courier and if sent pursuant to clause (d) above will be deemed received two (2) days following deposit in the mail.

Article Eight: Assignment; Binding Effect

8.01 This Agreement or any portion thereof may not be assigned by either party without prior written consent of the other party.

8.02 This Agreement shall inure to the benefit of and shall be binding upon the City, CPD and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article Nine: Modification

This Agreement may not be altered, modified, or amended except by written instrument signed by all of the parties hereto.

Article Ten: Compliance With Laws

The parties hereto will comply with all federal, state, and municipal laws, ordinances, rules and regulations relating to this Agreement.

Article Eleven: Governing Law and Severability

This Agreement is governed by the laws of the State of Illinois. If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, then such circumstance will have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part hereof.

Article Twelve: Counterparts

This Agreement may be executed in one or more counterparts, each of which is an original.

Article Thirteen: Entire Agreement

This Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties.

Article Fourteen: Authority

Execution of this Agreement by 2FM is authorized by Section 2-51 of the City Municipal Code. Execution of this Agreement by CPD is authorized by Resolution of the CPD's Board of Commissioners adopted on January 12, 2013. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fifteen: Headings

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

Article Sixteen: Disclaimer of Relationship

Nothing contained in this Agreement, nor any act of 2FM or CPD shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving 2FM and CPD.

Article Seventeen: Construction of Words

The use of the singular form of any word herein shall also include the plural, and vice

versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter and the feminine form shall include masculine and neuter.

Article Eighteen: No Personal Liability

No member, official, employee or agent of 2FM or CPD shall be individually or personally liable in connection with this Agreement.

Article Nineteen: Insurance

19.01. Both CPD and 2FM understand and agree that both parties are self-insured.

19.02. To the extent permitted by law, CPD may self-insure for 2FM's insurance requirements:

- (a) Workers' Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for accident or illness.
- (b) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage liability.
- (c) When any motor vehicles (owned and hired) are used in connection with Work to be performed, CPD shall provide Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

Article Twenty: Mutual Indemnification

2FM hereby agrees to indemnify and hold harmless CPD and its directors, officers and employees (the "**CPD Indemnities**") from and against any and all liabilities, losses, damages, fines, or expenses, including reasonable attorneys' fees, suffered by, or accrued or brought against CPD Indemnities resulting from or arising out of any claim, lawsuit, demand, loss, settlement or judgment, of any nature whatsoever, brought by any person or party arising out of or with respect to the services provided hereunder, or any failure of performance, negligent performance or wrongful performance of 2FM or its directors, officers, employees, agents or subcontractors hereunder.

CPD hereby agrees to indemnify and hold harmless the City, 2FM and their respective officials, its directors, officers and employees (the "**2FM Indemnities**") from and against any and all liabilities, losses, damages, fines, or expenses, including reasonable attorneys' fees, suffered

by, or accrued or brought against 2FM Indemnities resulting from or arising out of any claim, lawsuit, demand, loss, settlement or judgment, of any nature whatsoever, brought by any person or party arising out of or with respect to the services provided hereunder, or any failure of performance, negligent performance or wrongful performance of CPD or its directors, officers, employees, agents or subcontractors hereunder.

In Witness Whereof, each of the parties has caused this Agreement to be executed and delivered as of the date first written above.

City of Chicago, Illinois by and through the
Department of Fleet and Facilities Management (2FM)

By: _____
Commissioner

Department of Fleet and Facilities Management (2FM)

Chicago Park District

By: _____

Printed
Name: _____

Michael P. Kelly

Title: General Superintendent and CEO

Fuel Supply and Equipment Maintenance
and Repair Agreement
dated as of _____, 2013

Schedule of Exhibits

<u>Exhibit Designation</u>	<u>Description</u>
A	List of City Fueling Sites
B	List of CPD Equipment
C	2FM form for authorizing large repairs
D	2FM Wash Service locations
E-1	2FM Representative
E-2	CPD Representative

Department of Fleet Management-Fuel Management Division
All City-Wide Fueling Facilities

Service	SITE NUM	Site Address	Ward	Fuel Types Available	Hrs of Operation
60642	FS001	1685 N. Throop St	32nd	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
60626	FS002	6445 N. Ravenswood	40th	Unleaded, Diesel, E85	7am – 11pm Closed all Holidays
60624	FS003	4233 W. Ferdinand	28th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr Closed All Holidays
60609	FS004	3746 S. Iron	11th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
60630	FS005	4833 W. Sunnyside	45th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
60617	FS006	10101 S. Stony Island	7th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
	FS007	O'Hare AMC Building	41st	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr
60643	FS008	10420 S. Vincennes	19th	Unleaded, Diesel, E85	7am – 11pm Closed all Holidays
60621	FS009	25 West 65 th Street (Corner of 65th/State)	20th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr Closed All Holidays
60638	FS202	Midway 5150 W. 63rd St	23rd	Unleaded, Diesel, E85	Tues - Sat 8:30-9:30 am Closed to Non-Aviation
60618	FS205	3245 N. Campbell	47th	Unleaded, E85	7 Day / 24 Hr

Last updated 07/22/2013

**DEPARTMENT OF FLEET & FACILITY MANAGEMENT
FLEET OPERATIONS
EQUIPMENT ASSESSMENT SIGN-OFF**

The Department of Fleet Management is currently repairing the equipment identified below for your specific **agency / department** _____
The cost of repairs to this unit has reached a threshold of \$3,500.00 which requires sign off by an authorized agent from your agency / department.
The following is presented:

VEHICLE # _____
YEAR / MAKE / MODEL _____
CURRENT ESTIMATED MARKET VALUE \$ _____

ESTIMATED COST OF REPAIR (Detailed Assessment Attached)

LABOR \$ _____
PARTS \$ _____
TOTAL \$ _____

Comments:

ESTIMATE PREPARED BY: _____

	DFM Signature	Date
NAME _____	TITLE: _____	

AGENCY / DEPARTMENT SIGN OFF & AUTHORIZATION

NAME _____ **DATE** _____
TITLE _____ **DEPT.** _____

☐ **Approved**

☐ **Disapproved**

If Disapproved

Junk:

☐ **Yes**

☐ **No**

☐ **Other :**

Department of Fleet & Facility Car Washes

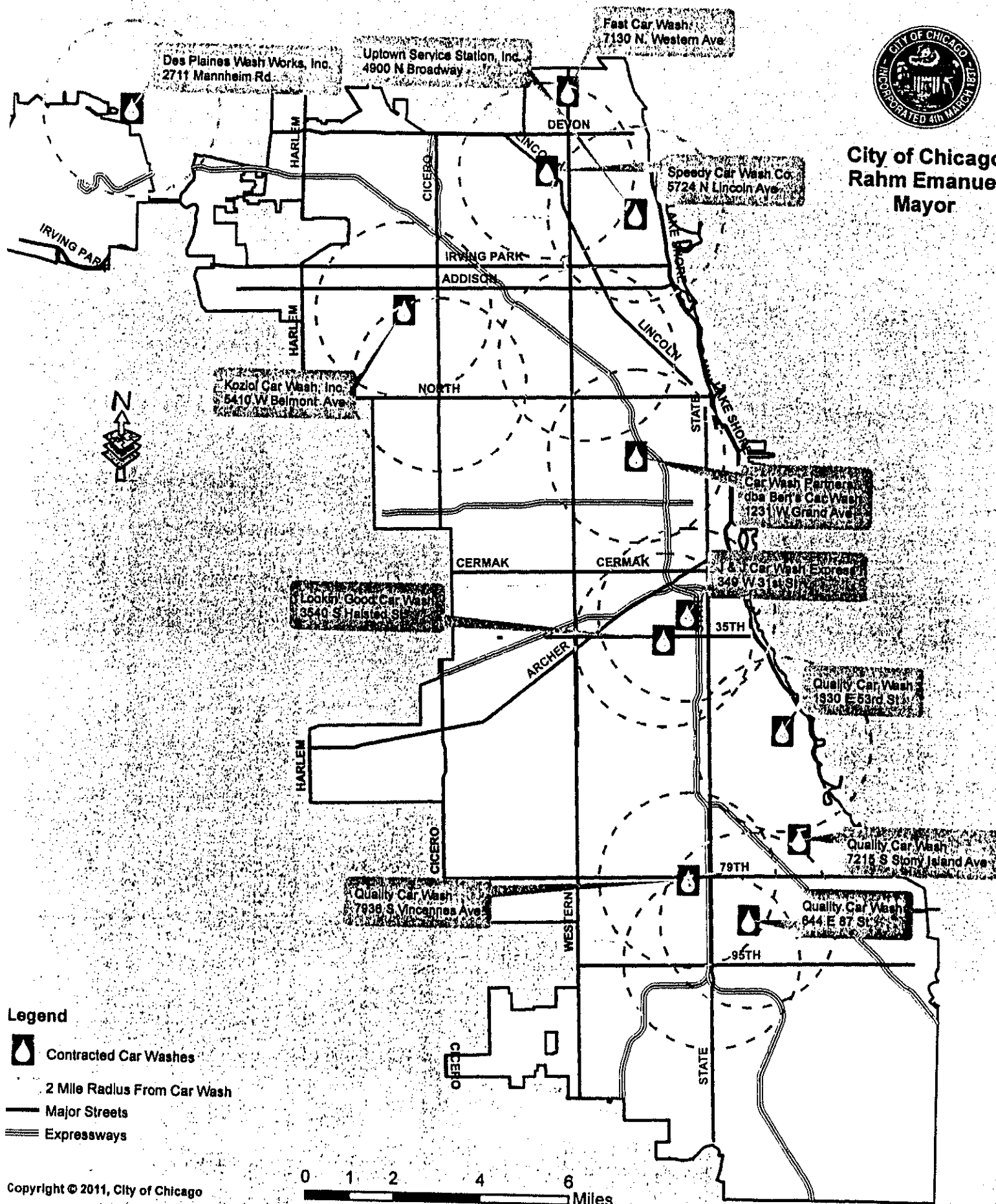
2013

- 1) Des Plaines Wash Works, Inc. – 2711 Mannheim Road
- 2) Uptown Service Station, Inc. – 4900 N. Broadway
- 3) Fast Car Wash – 7130 N. Western Avenue
- 4) Speedy Car Wash Co. – 5724 N. Lincoln
- 5) Koziol Car Wash, Inc. – 5410 W. Belmont Avenue
- 6) Car Wash Partners, dba Bert's Car Wash – 1231 W. Grand Avenue
- 7) J&J Car Wash Express – 349 W. 31st Street
- 8) Look'in Good Car Wash – 3540 S. Halsted
- 9) Quality Car Wash – 1330 E. 53rd Street
- 10) Quality Car Wash – 7215 S. Stony Island Avenue
- 11) Quality Car Wash – 7936 S. Vincennes Avenue
- 12) Quality Car Wash – 644 E. 87th Street

Department of Fleet Management Car Washes



City of Chicago
Rahm Emanuel
 Mayor



- Legend**
- Contracted Car Washes
 - 2 Mile Radius From Car Wash
 - Major Streets
 - Expressways

Exhibit E-1

2FM Representative

Nikki Bravo
Deputy Commissioner
Department of Fleet and Facility Management
30 North LaSalle, Room 300
Chicago, Illinois
(312) 744-7709